

United States District Court
Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RETAIL WHOLESALE DEPARTMENT
STORE UNION LOCAL 338
RETIREMENT FUND, et al.,

Plaintiffs,

v.

STITCH FIX, INC., et al.,
Defendants.

Case No. 22-cv-04893-PCP

**AMENDED ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

Re: Dkt. No. 126

BACKGROUND

This is a putative class action lawsuit by lead plaintiffs Retail Wholesale Department Store Union Local 338 Retirement Fund, Retail Wholesale Department Store Union Local 338 Health & Welfare Fund, Retail Wholesale Department Store Union Local 338 General Fund, and Retail Wholesale Department Store Union Local 338 Benefits Trust Fund (Local 338 Funds) against defendants Stitch Fix, Inc., Katrine Lake, and Elizabeth Spaulding. The Local 338 Funds allege that defendants violated Section 10(b), Rule 10b-5, and Section 20(a) of the Securities Exchange Act of 1934 by making materially false or misleading statements or omissions about Stitch Fix’s new “Direct Buy” business and its relationship to Stitch Fix’s core business, “Fix.” Motion at 4.

On May 22, 2023, the Local 338 Funds were appointed lead plaintiffs and Bernstein Litowitz Berger & Grossmann LLP were appointed lead counsel. *See* Dkt. No. 42. The Court granted defendants’ motion to dismiss plaintiffs’ amended complaint with leave to amend on July 16, 2024. Dkt. No. 81. Plaintiffs filed their second amended complaint on September 13, 2024. Dkt. No. 88. Defendants again moved to dismiss, Dkt. No. 91, and the Court granted in part and denied in part that motion on July 9, 2025, Dkt. No. 101.

The parties thereafter engaged in discovery before reaching a proposed settlement. The

1 parties “negotiated and exchanged drafts of a protective order, a protocol governing the search of
2 electronically stored information, and each element of the Joint Case Management Conference
3 statement.” Motion at 6. On September 22, 2025, parties met and conferred as required by Federal
4 Rule of Civil Procedure 26(f), with plaintiffs serving their first requests for production of
5 documents that day. Also in September 2025, the parties agreed to mediate with Michelle Yoshida
6 of Phillipps ADR, with a day of mediation taking place on November 13, 2025. Defendants
7 produced over 6,000 pages of internal documents to facilitate the mediation. The parties
8 exchanged mediation statements and submitted those statements to Yoshida. After the mediation
9 session, Yoshida recommended that the parties settle for \$32 million, a proposal to which the
10 parties agreed on November 20, 2025. The parties agreed to settlement terms and conditions on
11 February 6, 2026, and entered into a confidential supplemental agreement that allows Stitch Fix to
12 terminate the settlement if settlement class members’ requests for exclusion exceed a certain
13 agreed upon number.

14 On February 10, 2026, the parties moved for preliminary approval of the class action
15 settlement, conditional certification of the settlement classes, approval of the class notice program,
16 approval of the settlement administrator, and the setting of a hearing for final approval of the
17 settlement, allocation plan, and motion for fees and expenses.

18 The Court heard the motion for preliminary approval on April 16, 2026. Dkt. No. 132.

19 Under the terms of the settlement, defendants will pay \$32 million in cash into an interest-
20 bearing escrow account, with no right to the return of that money based on the number or value of
21 claims submitted. The parties agree to a settlement class definition “consisting of all persons and
22 entities who purchased or acquired Stitch Fix common stock from June 9, 2020 through June 9,
23 2022, inclusive ... and were damaged thereby.” Motion at 7. The plaintiffs propose that A.B. Data
24 administer the settlement, based on a competitive bidding process involving four bidders. Upon
25 preliminary approval of the parties’ settlement, “Stitch Fix will provide names and addresses of
26 the record purchasers of Stitch Fix common stock during the Settlement Class Period, for the
27 purpose of identifying and giving notice to the Settlement Class.” A.B. Data will mail the notice
28 and claim form to all identified potential settlement class members. A.B. Data will also send

1 notice to brokers and other nominees who bought or acquired Stitch Fix common stock during the
 2 class period on behalf of beneficial owners. Those nominees will either forward the notice to the
 3 beneficial owners or provide those owners' names and addresses to A.B. Data, which will send by
 4 first-class mail the notice and claim form to those owners. Lead counsel will seek attorneys' fees
 5 of up to 25 percent of the settlement fund and litigation expenses not to exceed \$300,000. In
 6 exchange, plaintiffs agree to release defendants from the claims asserted in this action as well as
 7 unasserted related claims.¹

8 LEGAL STANDARDS

9 While "[t]he Ninth Circuit has a strong judicial policy that favors settlements in class
 10 actions," *Hudson v. Libre Technology, Inc.*, 2019 WL 5963648, at *3 (S.D. Cal. Nov. 13, 2019),
 11 district courts must carefully "scrutinize pre-class certification settlements," as there is a risk of
 12 collusion between the defendants and class counsel to settle "without devoting substantial
 13 resources to the case." *Briseño v. Henderson*, 998 F.3d 1014, 1024 (9th Cir. 2021). "Approval of a
 14 settlement is a two-step process. Courts first determine whether a proposed class action settlement
 15 deserves preliminary approval [including conditional class certification] and then, after notice is
 16 given to class members, whether final approval is warranted." *In re Volkswagen "Clean Diesel"*
 17 *Mktg., Sales Pracs., & Prod. Liab. Litig.*, 229 F. Supp. 3d 1052, 1062 (N.D. Cal. 2017) (quoting *In*
 18 *re High-Tech Employee Antitrust Litig.*, 2014 WL 3917126, at *3 (N.D. Cal. Aug. 8, 2014)).

19 Rule 23 requires district courts to ensure that any class settlement is "fair, reasonable, and
 20 adequate." Fed. R. Civ. P. 23(e). In making this determination, a court must consider whether:
 21 "(A) the class representatives and class counsel have adequately represented the class; (B) the
 22 proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking
 23 into account: (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any
 24 proposed method of distributing relief to the class, including the method of processing
 25

26 ¹ The parties agree that their settlement does not release the claims in any shareholder derivative
 27 action including *Schultz v. Lake*, 25-cv-06152-PCP (N.D. Cal.); *Wells v. Lake*, 25-cv-09732 (N.D.
 28 Cal.); and *Horton v. Lake*, 2023-0337-KSJM (D. Ch.); nor any claims related to enforcing this
 settlement or claims by entities who seek to be excluded from the settlement class and whose
 request is accepted by this Court.

1 classmember claims, (iii) the terms of any proposed award of attorney’s fees, including timing of
 2 payment, and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the
 3 proposal treats class members equitably relative to each other.” *Id.*

4 To obtain conditional class certification, the proposed class must meet the following
 5 requirements: “(1) the class is so numerous that joinder of all members is impracticable; (2) there
 6 are questions of law or fact common to the class; (3) the claims or defenses of the representative
 7 parties are typical of the claims or defenses of the class; and (4) the representative parties will
 8 fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a). These requirements
 9 are often referred to as the numerosity, commonality, typicality, and adequacy requirements. The
 10 proposed class must satisfy the requirements of one of the subsections of Rule 23(b).

11 ANALYSIS

12 **I. The Court grants conditional certification of the proposed settlement class.**

13 **A. Rule 23(a)**

14 A class action can be certified only if it meets Rule 23(a)’s requirements of numerosity,
 15 commonality, typicality, and adequacy of representation. *Mazza v. Am. Honda Motor Co.*, 666
 16 F.3d 581, 588 (9th Cir. 2012). The settlement class here does so.

17 Numerosity requires that the class be “so numerous that joinder of all members is
 18 impracticable.” Fed. R. Civ. Proc. 23(a)(1). Generally, the numerosity requirement is met where
 19 the plaintiff class contains forty or more members. *Corley v. Google, Inc.*, 316 F.R.D. 277, 290
 20 (N.D. Cal. 2016). The settlement class here contains thousands of investors, as 83 million shares
 21 of Stitch Fix common stock were outstanding during the proposed settlement period.

22 The second requirement of Rule 23(a), commonality, mandates that there be “questions of
 23 law or fact common to the class.” Fed. R. Civ. Proc. 23(a)(2). Here, the plaintiffs’ suit arises from
 24 defendants’ allegedly false or misleading statements or omissions in violation of the Exchange
 25 Act. Common questions include whether those statements were false or misleading, whether
 26 defendants acted with scienter, and whether the alleged misstatements or omissions caused the
 27 settlement class members’ losses.

28 The third requirement, typicality, is met when “each class member’s claim arises from the

1 same course of events, and each class member makes similar legal arguments to prove the
2 defendant’s liability.” *Rodriguez v. Hayes*, 591 F.3d 1105, 1124 (9th Cir. 2010) (cleaned up).
3 Here, the claims of the named plaintiffs are typical of the class because named and unnamed
4 plaintiffs’ claims arise from the “same course of events,” specifically the purchase of Stitch Fix
5 common stock whose price was allegedly artificially inflated because of defendants’ alleged
6 misstatements and the subsequent fall of the stock price after the misstatements were corrected.

7 Finally, adequacy of representation requires that the class representative parties “fairly and
8 adequately protect the interests of the class.” Fed. R. Civ. Proc. 23(a)(4). This requires that the
9 named plaintiffs and their counsel have no conflicts of interest with other class members and that
10 named plaintiffs and their counsel will prosecute the action vigorously on behalf of the class. *See*
11 *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015). Here, there are no
12 known conflicts of interest between the proposed settlement class members and the lead plaintiffs
13 or class counsel. The lead plaintiffs and class counsel have actively prosecuted the action,
14 including by filing amended complaints, litigating motions to dismiss, initiating discovery,
15 preparing for mediation, reviewing thousands of documents in anticipation of mediation, and
16 filing this motion for preliminary approval after settlement negotiations. Accordingly, the
17 representation of the class by its counsel and the lead plaintiffs is adequate.

18 **B. Rule 23(b)(3)**

19 Class certification also requires that the action be “maintainable under Rule 23(b)(1), (2),
20 or (3).” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997). Here, the plaintiffs seek
21 certification under Rule 23(b)(3), which imposes two further requirements: predominance and
22 superiority.

23 Predominance requires that “questions of law or fact common to class members
24 predominate over any questions affecting only individual members.” Fed. R. Civ. Proc. 23(b)(3).
25 This case features multiple common questions of law or fact that predominate over questions
26 affecting only individual members, including whether defendants’ statements were false, material,
27 caused loss, and were made with scienter. Therefore, plaintiffs have satisfied predominance.

28 Superiority “assure[s] that the class action is the most efficient and effective means of

1 resolving the controversy.” *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th
 2 Cir. 2010) (cleaned up). A class action is usually a superior mechanism when there is a significant
 3 disparity between litigation costs and the recovery sought, such that the class action would allow
 4 individuals to pool claims that would be uneconomical individually. Here, the estimated per-
 5 member recovery is small relative to the costs of litigating individual actions. Further, the “broad
 6 geographical dispersion” of the settlement class favors resolution in one action. Accordingly,
 7 pursuing these claims in this case as a class action is superior to other means of adjudicating the
 8 dispute.

9 Because the requirements of Rule 23(a) and 23(b)(3) are satisfied, the Court grants
 10 conditional class certification of the settlement class for settlement purposes only.

11 **II. The proposed settlement is fair, reasonable, and adequate.**

12 Federal Rule of Civil Procedure 23(e) requires that any proposed class settlement be
 13 approved only if it is “fair, reasonable, and adequate.” Because this settlement occurred before
 14 formal class certification, the Court must conduct a more searching analysis in order to ensure that
 15 class representatives and their counsel did not secure a disproportionate benefit at the expense of
 16 the class. *See Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012). “But class action
 17 settlements do not need to embody the best result for preliminary approval.” *In re Google Referrer*
 18 *Header Priv. Litig.*, 2014 WL 1266091, at *6 (N.D. Cal. Mar. 26, 2014).

19 The Court may grant preliminary approval of a settlement and direct notice to the class if
 20 “the proposed settlement [1] appears to be the product of serious, informed, non-collusive
 21 negotiations, [2] has no obvious deficiencies, [3] does not improperly grant preferential treatment
 22 to class representatives or segments of the class, and [4] falls within the range of possible
 23 approval.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).

24 Each factor favors preliminary approval of the settlement.

25 **A. The proposed settlement appears to be the product of serious, informed, non-**
 26 **collusive negotiations.**

27 “The first fairness factor concerns the means by which the parties arrived at settlement.”
 28 *Toolajian v. Air Methods Corp.*, 2020 WL 8674094, at *8 (N.D. Cal. Apr. 24, 2020) (internal

1 quotations omitted). The settlement agreement here was reached after three years of litigation,
 2 including litigating two motions to dismiss, as well as negotiations between counsel with the
 3 assistance of an experienced mediator. Plaintiffs reviewed 6,000 pages of Stitch Fix documents in
 4 preparation for a day of mediation, before which parties exchanged mediation statements. Dkt. No.
 5 126, at 10. Additionally, the structure of the settlement does not suggest collusion as the parties
 6 have not negotiated a “clear sailing” provision whereby class counsel would receive fees separate
 7 from class settlement funds. Nor would unused funds revert to defendants. And class counsel will
 8 not receive a disproportionate share of the settlement, indicating that they will request up to 25
 9 percent of the settlement. All of these features of the settlement and its negotiation suggest that the
 10 parties were “armed with sufficient information about the case” to broker a fair settlement. *Acosta*
 11 *v. Trans Union, LLC*, 243 F.R.D. 377, 396 (C.D. Cal. 2007).

12 **B. The proposed settlement treats all class members fairly.**

13 Under the proposed settlement, all settlement class members who file valid and timely
 14 claims will receive a distribution from the \$32 million settlement fund. The Court is satisfied that
 15 the proposed plan of allocation does not unfairly benefit some class members over others.

16 **C. The proposed settlement falls within the range of possible settlements.**

17 To determine whether a settlement “falls within the range of possible approval[,] ... the
 18 Court focuses on substantive fairness and adequacy and considers [plaintiffs’] expected recovery
 19 balanced against the value of the settlement offer.” *Toolajian*, 2020 WL 8674094, at *10 (internal
 20 quotations omitted). “It is well-settled law that a cash settlement amounting to only a fraction of
 21 the potential recovery [does] not per se render the settlement inadequate or unfair.” *Officers for*
 22 *Justice v. Civil Service Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982).

23 Lead plaintiffs’ damages expert estimated that “the absolute maximum damages amount
 24 that could be obtained at trial on the remaining claims in the Action—assuming that Lead
 25 Plaintiffs prevailed on all liability issues and were able to establish that 89.5% of the decline on
 26 March 9, 2021 (the damages expert’s best case scenario) and 100% of the declines on other days
 27 resulted from fraud-related disclosures—would be \$1.32 billion.” Motion at 12. Assuming that
 28 plaintiffs were unable to establish liability for alleged misstatements prior to September 21, 2021,

1 maximum damages would be \$342 million. Motion at 12. Thus, the settlement represents
2 approximately 2.4 percent to 9 percent of the maximum damages. Motion at 12.

3 Plaintiffs note that other settlements have involved percentages comparable to the
4 settlement here. *See, e.g., In re Lyft, Inc. Sec. Litig.*, 2022 WL 17740302, at *6 (N.D. Cal. Dec. 16,
5 2022) (settlement providing for 3.2% to 4.7% of the highest possible recovery); *Kendall v.*
6 *Odonate Therapeutics, Inc.*, 2022 WL 1997530, at *5 (S.D. Cal. June 6, 2022) (3.49%); *Vataj v.*
7 *Johnson*, 2021 WL 1550478, at *9 (N.D. Cal. Apr. 20, 2021) (2%).

8 If the parties had proceeded to trial, plaintiffs faced several risks, including contested legal
9 and factual questions such as whether statements were materially false, whether defendants acted
10 with the requisite scienter, and whether defendants' statements caused the decline in stock price,
11 as well as potential difficulties in determining damages. Given those risks, the Court is satisfied
12 that the proposed settlement falls within the range of possible approval and warrants comment
13 from class members. *Cf. In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000). The
14 Court therefore concludes that the settlement agreement is "fair, reasonable, and adequate," under
15 Rule 23(e)(2).

16 **D. The proposed settlement has no obvious deficiencies.**

17 The Court finds no obvious deficiencies with the proposed settlement.

18 **III. The Court grants preliminary approval of the settlement as follows:**

19 1. Unless otherwise defined herein, all terms, definitions, and phrases used herein shall
20 have the same meanings as set forth in the settlement agreement, Dkt. No. 126-1.

21 **A. Preliminary Approval of Settlement and Certification of Settlement Class**

22 2. The proposed settlement is hereby preliminarily approved as fair, reasonable, and
23 adequate such that notice thereof should be given to members of the settlement class.

24 3. Under Federal Rule of Civil Procedure 23(b)(3), the settlement class, as set forth in
25 Section 2.39 of the settlement agreement and defined as follows, is preliminary certified for the
26 purpose of settlement only. The settlement class includes:

27 All persons and entities who purchased or acquired Stitch Fix
28 common stock from June 9, 2020 through June 9, 2022, inclusive (the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

“Settlement Class Period”), and were damaged thereby.

Excluded from the Class are (i) defendants; (ii) members of the immediate family of any individual defendant; (iii) any person who is, or was during the settlement class period, an officer or director of Stitch Fix and any members of their immediate families; (iv) any affiliates or subsidiaries of Stitch Fix; (v) any entity in which any defendant or any member of their immediate families has or had a controlling interest; and (vi) the legal representatives, heirs, agents, affiliates, successors, or assigns of any such excluded persons and entities. Dkt. No. 126-1, at 11. Also excluded are any persons and entities that submit a request for exclusion from the Settlement Class that is accepted by the Court. Dkt. No. 126-1, at 12.

4. The Court hereby authorizes lead counsel to retain A.B. Data, Ltd. (claims administrator) to supervisor and administer the notice procedure in connection with the settlement as well as the processing of claims as more fully set forth below. Notice of the settlement and the settlement hearing shall be provided as follows:

(a) **not later than June 2, 2026**, Stitch Fix shall provide or cause to be provided to the claims administrator in electronic format (such as Excel) (at no cost to the settlement fund, lead plaintiffs, the settlement class, lead counsel or the claims administrator) a list, consisting of names, addresses, and e-mail addresses (if available), of record purchasers of Stitch Fix common stock during the settlement class period;

(b) **not later than June 9, 2026**, (“notice date”), the claims administrator shall cause the notice and claim form, substantially in the forms attached hereto as Exhibits 1 and 2 (collectively, the “notice packet”), Dkt. Nos. 126-1, at *53–76, *78–86, to be mailed by first-class mail and/or emailed to potential settlement class members at the addresses set forth in the records provided by defendants, or who otherwise may be identified through further reasonable effort, and to the brokers and other nominees contained in the claims administrator’s broker database;

(c) contemporaneously with the mailing of the notice packet, the claims administrator shall cause copies of the notice and claim form to be posted on the website to be developed for the settlement, www.StitchFixSecuritiesLitigation.com, from which

1 copies of the notice and claim form can be downloaded. In addition, the claims
2 administrator will mail a copy of the notice packet to any person who makes such a
3 request;

4 (d) **not later than June 23, 2026**, the claims administrator shall cause the summary
5 notice, substantially in the form attached hereto as Exhibit 3, Dkt. No. 126-1, at *88–90, to
6 be published once in *The Wall Street Journal* and to be transmitted once over *PR*
7 *Newswire*; and

8 (e) **not later than September 10, 2026**, lead counsel shall serve on defendants’
9 counsel and file with the court proof, by affidavit or declaration, of such mailing, posting
10 and publication.

11 5. All reasonable costs of notice and costs of administering the settlement shall be paid
12 from the settlement fund.

13 **B. Final Settlement Approval**

14 6. **Approval of Form and Content of Notice.** The Court has reviewed the proposed forms
15 of notice in the notice, the claim form, the summary notice. The Court finds that the mailing and
16 distribution of the notice packet, the posting of the notice and claim form on the settlement
17 website, and the publication of the summary notice in the manner and form set forth in paragraph
18 4 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that
19 is reasonably calculated, under the circumstances, to apprise settlement class members of the
20 pendency of the action, of the effect of the settlement (including the releases to be provided
21 thereunder), of lead counsel’s motion for attorneys’ fees and litigation expenses, of their right to
22 object to the settlement, the plan of allocation, and/or lead counsel’s motion for attorneys’ fees and
23 litigation expenses, of their right to exclude themselves from the settlement class, and of their right
24 to appear at the settlement hearing; (iii) constitutes due, adequate, and sufficient notice to all
25 persons and entities entitled to receive notice of the settlement; and (iv) satisfies the requirements
26 of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the
27 Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as
28 amended, and all other applicable law and rules. The date and time of the settlement hearing shall

1 be included in the notice and summary notice before they are mailed and/or emailed and
2 published, respectively. Accordingly, the Court hereby approves the proposed notice.

3 **7. Nominee Procedures** – Nominees who purchased or otherwise acquired Stitch Fix
4 common stock during the Settlement Class Period for the benefit of another person or entity shall:
5 (a) within seven (7) calendar days of receipt of the notice, request from the claims administrator
6 sufficient copies of the notice packet to forward to all such beneficial owners and within seven (7)
7 calendar days of receipt of those notices packets forward them to all such beneficial owners; or (b)
8 within seven (7) calendar days of receipt of the notice, send a list of the names, mailing addresses,
9 and e-mail addresses (if available), of all such beneficial owners to the claims administrator in
10 which event the claims administrator shall promptly mail or email the notice packet to such
11 beneficial owners. **Brokers, nominees, and their agents shall forward the notice packet to (or**
12 **identify names, mailing addresses, and e-mail addresses of) all beneficial owners who**
13 **purchased or otherwise acquired Stitch Fix common stock during the Settlement Class**
14 **Period, regardless of whether or not those beneficial owners have enrolled in a claim-filing**
15 **program with their broker or financial institution.** Upon full compliance with this Order, such
16 nominees may seek reimbursement of their reasonable expenses actually incurred in complying
17 with this order by providing the claims administrator with proper documentation supporting the
18 expenses for which reimbursement is sought. reasonable expenses shall not exceed \$0.05 per
19 mailing record provided to the claims administrator; \$0.05 per unit for each notice packet actually
20 mailed plus postage at the rate used by the claims administrator; and \$0.05 per notice packet sent
21 via email. Such properly documented expenses incurred by nominees in compliance with the terms
22 of this order shall be paid from the settlement fund, with any disputes as to the reasonableness or
23 documentation of expenses incurred subject to review by the Court.

24 **8. CAFA Notice** – As provided in the stipulation, defendants shall serve the notice
25 required under the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.* (“CAFA”) **no later than**
26 **ten (10) calendar days following the filing of the Stipulation with the Court.** Defendants are
27 solely responsible for the costs of the CAFA notice and administering the CAFA notice. **No later**
28 **than September 17, 2026,** defendants shall cause to be served on lead counsel and filed with the

1 Court proof, by affidavit or declaration, regarding compliance with 28 U.S.C. § 1715(b). Any
2 delay by defendants in serving the CAFA notice will not provide grounds for delay of the
3 settlement hearing or entry of the judgment.

4 **9. Participation in the Settlement** – Settlement class members who wish to participate in
5 the settlement and to be eligible to receive a distribution from the net settlement fund must
6 complete and submit a claim form in accordance with the instructions contained therein. Unless
7 the Court orders otherwise, **all claim forms must be postmarked no later than October 7, 2026.**
8 Notwithstanding the foregoing, lead counsel may, at its discretion, accept for processing late
9 claims provided such acceptance does not delay the distribution of the net settlement fund to the
10 settlement class. By submitting a claim, a person or entity shall be deemed to have submitted to
11 the jurisdiction of the Court with respect to his, her, their, or its claim and the subject matter of the
12 settlement.

13 10. Each claim form submitted must satisfy the following conditions: (a) it must be
14 properly completed, signed, and submitted in a timely manner in accordance with the provisions
15 of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for
16 the transactions and holdings reported therein, in the form of trade confirmations or monthly
17 account statements, or an authorized statement from the objector’s broker or financial institution
18 containing the transactional and holding information found in a trade confirmation or account
19 statement, or such other documentation as is deemed adequate by the claims administrator with
20 supervision by lead counsel as necessary; (c) if the person executing the claim form is acting in a
21 representative capacity, a certification of his, her, their, or its current authority to act on behalf of
22 the settlement class member must be included in the claim form; and (d) the claim form must be
23 complete and contain no material deletions or modifications of any of the printed matter contained
24 therein and must be signed.

25 11. Any settlement class member that does not timely and validly submit a claim form or
26 whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her,
27 their, or its right to share in the net settlement fund; (b) shall be forever barred from participating
28 in any distributions therefrom; (c) shall be bound by the provisions of the stipulation and the

1 settlement and all proceedings, determinations, orders, and judgments in the action relating
2 thereto, including, without limitation, the judgment or alternate judgment, if applicable, and the
3 releases provided for therein, whether favorable or unfavorable to the settlement class; and (d) will
4 be barred from commencing, instituting, maintaining, or prosecuting any of the released plaintiffs'
5 claims against each and all of the defendants' releasees, as more fully described in the stipulation
6 and notice. Notwithstanding the foregoing, late claims may be accepted for processing as set forth
7 in paragraph 9 above.

8 **12. Exclusion From the Settlement Class** – Any member of the settlement class who
9 wishes to exclude himself, herself, or itself from the settlement class must request exclusion in
10 writing within the time and in the manner set forth in the notice, which shall provide that: (a) any
11 such request for exclusion from the settlement class must be mailed such that it is received by
12 Thursday, August 27, 2026, to: *Stitch Fix Securities Litigation, EXCLUSIONS*, c/o A.B. Data,
13 Ltd., P.O. Box 173001, Milwaukee, WI 53217, and (b) each request for exclusion must (i) state
14 the name, address, and telephone number of the person or entity requesting exclusion, and in the
15 case of entities, the name and telephone number of the appropriate contact person; (ii) state that
16 such person or entity “requests exclusion from the Settlement Class in *Retail Wholesale*
17 *Department Store Union Local 338 Retirement Fund v. Stitch Fix, Inc.*, Case No. 5:22-cv-04893-
18 PCP (N.D. Cal.)”; (iii) state the number of shares of Stitch Fix common stock that the person or
19 entity requesting exclusion (A) owned as of the opening of trading on June 9, 2020 and (B)
20 purchased/acquired and/or sold during the settlement class period, as well as the dates, number of
21 shares, and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or
22 entity requesting exclusion or an authorized representative. A request for exclusion shall not be
23 effective unless it provides all the required information and is received within the time stated
24 above, or is otherwise accepted by the Court.

25 13. Any person or entity that timely and validly requests exclusion from the settlement
26 class in compliance with the terms stated in this order and is excluded from the settlement class
27 shall not be a settlement class member, shall not be bound by the terms of the settlement or any
28 orders or judgments in the action, and shall not receive any payment from the net settlement fund.

1 14. Any settlement class member that does not timely and validly request exclusion from
2 the settlement class in the manner stated in this order: (a) shall be deemed to have waived his, her,
3 their, or its right to be excluded from the settlement class; (b) shall be forever barred from
4 requesting exclusion from the settlement class in this or any other proceeding; (c) shall be bound
5 by the provisions of the stipulation and settlement and all proceedings, determinations, orders, and
6 judgments in the action, including, but not limited to, the judgment or alternate judgment, if
7 applicable, and the releases provided for therein, whether favorable or unfavorable to the
8 settlement class; and (d) will be barred from commencing, instituting, maintaining, or prosecuting
9 any of the released plaintiffs' claims against any of the defendants' releasees, as more fully
10 described in the stipulation and notice.

11 **15. Appearance and Objections at Settlement Hearing** – Any settlement class member
12 that does not request exclusion from the settlement class may appear at the settlement hearing at
13 his, her, their, or its own expense, individually or through counsel of his, her, their, or its own
14 choice, by sending a letter to the Court, at the address set forth in paragraph 18 below, stating his,
15 her, their, or its intent to appear at the settlement hearing, such that the letter is filed or postmarked
16 no later than twenty-eight (28) calendar days prior to the settlement hearing, or as the Court may
17 otherwise direct. If a settlement class member intends to have counsel appear on his, her, their, or
18 its behalf at the settlement hearing, the letter must identify all attorneys who will appear on the
19 settlement class member's behalf and the attorneys must send a notice of their intent to appear.

20 16. Any settlement class member that does not request exclusion from the settlement class
21 may file a written objection to the proposed settlement, the proposed plan of allocation, and/or
22 lead counsel's motion for attorneys' fees and litigation expenses and appear and show cause, if he,
23 she, they, or it has any cause, why the proposed settlement, the proposed plan of allocation, and/or
24 lead counsel's motion for attorneys' fees and litigation expenses should not be approved;
25 *provided, however*, that no settlement class member shall be heard or entitled to contest the
26 approval of the terms and conditions of the proposed settlement or the proposed plan of allocation
27 unless that person or entity has filed a written objection with the court. All written objections and
28 supporting papers must: (i) clearly identify the case name and number (*Retail Wholesale*

1 *Department Store Union Local 338 Retirement Fund v. Stitch Fix, Inc.*, Case No. 5:22-cv-04893-
2 PCP (N.D. Cal.)); (ii) be submitted to the Court either by filing them electronically or in person at
3 any location of the United States District Court for the Northern District of California, or by
4 mailing them to the Clerk of the Court at the United States District Court for the Northern District
5 of California, at the Robert F. Peckham Federal Building & United States Courthouse, 280 South
6 First Street, San Jose, CA 95113; and (iii) be filed or postmarked no later than twenty-eight (28)
7 calendar days prior to the Settlement Hearing.

8 17. Any objections, filings, and other submissions by the objecting settlement class
9 member also must: (i) identify the name, address, and telephone number of the person or entity
10 objecting and must be signed by the objector; (ii) state with specificity the grounds for the
11 settlement class member's objection, including any legal and evidentiary support the settlement
12 class member wishes to bring to the court's attention and whether the objection applies only to the
13 objector, to a specific subset of the settlement class, or to the entire settlement class; and (iii) must
14 include documents sufficient to prove membership in the settlement class, including the number of
15 shares of Stitch Fix common stock that the objecting settlement class member (a) owned as of the
16 opening of trading on June 9, 2020 and (b) purchased/acquired and/or sold during the settlement
17 class period, as well as the dates, number of shares, and prices of each such purchase/acquisition
18 and sale. The objecting settlement class member shall provide documentation establishing
19 membership in the settlement class through copies of trade confirmations or monthly account
20 statements, or an authorized statement from the objector's broker or financial institution
21 containing the transactional and holding information found in a trade confirmation or account
22 statement. Objectors who intend to appear and desire to present evidence at the settlement hearing
23 in support of their objection must include in their written objection the identity of any witnesses
24 they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

25 18. Any settlement class member that does not make his, her, their, or its objection in the
26 manner provided herein may be deemed to have waived his, her, their, or its right to object to any
27 aspect of the proposed settlement and the proposed plan of allocation and shall be forever barred
28 and foreclosed from objecting to the fairness, reasonableness, or adequacy of the settlement or the

1 plan of allocation, or from otherwise being heard concerning the settlement or the plan of
2 allocation in this or any other proceeding.

3 **19. Settlement Administration Fees and Expenses** – All reasonable costs incurred in
4 identifying settlement class members and notifying them of the settlement as well as in
5 administering the settlement shall be paid as set forth in the stipulation.

6 **20. Settlement Fund** – The contents of the settlement fund held by Citibank, N.A. (which
7 the Court approves as the escrow agent) shall be deemed and considered to be in *custodia legis* of
8 the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be
9 distributed pursuant to the stipulation and/or further order(s) of the Court.

10 **21. Taxes** – Lead counsel is authorized and directed to prepare any tax returns and any
11 other tax reporting form for or in respect to the settlement fund, to pay from the settlement fund
12 any taxes owed with respect to the settlement fund, and to otherwise perform all obligations with
13 respect to taxes and any reporting or filings in respect thereof without further order of the Court in
14 a manner consistent with the provisions of the stipulation.

15 **22. Termination of Settlement** – If the settlement is terminated as provided in the
16 stipulation, the settlement is not approved, or the effective date of the settlement otherwise fails to
17 occur, this order shall be vacated, rendered null and void, and be of no further force and effect,
18 except as otherwise provided by the stipulation, and this order shall be without prejudice to the
19 rights of lead plaintiffs, the other settlement class members, and defendants, and the parties shall
20 revert to their respective litigation positions in the action as of November 13, 2025, as provided in
21 the stipulation.

22 **23. Supporting Papers** – Lead counsel shall file and serve their opening papers in support
23 of the motion for final approval of the proposed settlement, the proposed plan of allocation, and
24 lead counsel’s motion for attorneys’ fees and litigation expenses **by Thursday, July 23, 2026,**
25 prior to the settlement hearing; and reply papers, if any, shall be filed and served no later than
26 **Thursday, September 10, 2026.** Any response or opposition to these motions shall be filed no
27 later than **Thursday, September 3, 2026.**

28 24. The Court retains jurisdiction to consider all further applications arising out of or

United States District Court
Northern District of California

1 connected with the proposed settlement.

2 25. By **Tuesday, June 23, 2026**, the settlement administrator will publish the summary
3 notice.

4 26. By **Thursday, July 23, 2026**, the parties shall file motions for final approval of the
5 preliminarily approved settlement.

6 29. By **Thursday, August 27, 2026**, the parties shall file their requests for exclusions or
7 objections, if applicable.

8 30. A **final approval hearing will be held on Thursday, September 24, 2026, at 10:00**
9 **AM in Courtroom 8 of the United States District Court for the Northern District of**
10 **California, 280 South 1st Street, San José, California 95113**, to determine whether the
11 requirements for certification of the settlement class have been met, whether the proposed
12 settlement of the action on the terms set forth in the settlement should be approved as fair,
13 reasonable, and adequate, and in the best interest of the settlement class members; whether
14 settlement class counsels' requests for attorneys' fees and costs should be approved; whether final
15 judgment approving the settlement and dismissing the action on the merits with prejudice should
16 be entered; and to rule upon such other matters as the Court may deem appropriate. The final
17 approval hearing may, without further notice to the settlement class members, be continued or
18 adjourned by order of the Court.


19

20 **IT IS SO ORDERED.**

21

22 Dated: May 19, 2026

23



P. Casey Pitt
United States District Judge

24

25

26

27

28